

October 29, 2009

THIS LETTER WAS SENT TO THOSE ON THE ATTACHED LIST.

Subject: 2010-2012 Statewide Wetland Mitigation Monitoring Term Contract

The Montana Department of Transportation (MDT) is requesting Statement of Qualifications (SOQ) from qualified environmental consultants to provide monitoring of approximately twenty-three (23) wetland mitigation sites across the state of Montana. The locations of the mitigation sites are statewide, and will involve the addition and subtraction of sites annually, as necessary. The consultant will prepare annual reports, including baseline and comparative wetland delineations and functional assessments for each of the various mitigation sites, in accordance with U.S. Army Corps of Engineers wetland mitigation monitoring and reporting requirements.

A list of the various sites and approximate durations of monitoring remaining for each site is attached. As many of these sites are in various stages of monitoring and development the consultant hired for this next monitoring contract will need to review previous data collected and continue the processes initiated from 2001 to the end of this contract. It can be anticipated that an additional 5 to 6 wetland mitigation sites will be added to the contract as they are constructed and completed.

The term of this contract will be for three (3) years from January 1, 2010 to December 31, 2012.

Scope of Work

Monitor reporting work to be done for the Department will include:

1. Wetland Delineations – An initial baseline wetland delineation will be conducted at each newly constructed site, and thereafter on an annual basis in accordance with the 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands and Regional Supplements, as appropriate. It should be noted that numerous existing sites are presently being monitored and will need to be delineated annually during the course of the monitoring contract. Some sites may only require a one-time delineation to finalize and determine whether the project goals and objectives have been met for the site. Wetland boundaries will be delineated utilizing Global Positioning System (GPS) equipment and will be plotted onto aerial photos for each mitigation site (In a format compatible with MDT's GPS protocol). Standard U.S. Army Corps of Engineers Routine Field Data forms will be utilized and completed for both the upland and wetland

communities along the various boundary lines in accordance with Corps requirements.

2. Hydrology – The consultant will delineate the area of surface water inundation and delineate the boundaries utilizing GPS (In a format compatible with MDT's GPS protocol) for the purpose of mapping the area for assessing the area of inundation. Areas of saturation will be identified as a part of the delineation protocol in Item # 1.
3. Vegetative Communities – To determine if the site has developed a hydrophytic vegetative community, vegetative species lists will be established at each site to determine representative hydrophytic vegetative species composition, distribution and density. Vegetative community maps will be plotted to identify the dominant plant communities and their locations within the constructed wetland. Point intercept transect methodologies should be used where appropriate to determine dominance of vegetative species. The consultant will also monitor the survival rate of planted woody vegetative species on an annual basis within each mitigation site where they have been planted. Planting lists and locations of woody vegetation plantings will be provided by MDT to the consultant for each site. The consultant will map areas of weed infestations and distribution across the site so that weed control efforts can be undertaken.
4. Soils – In conducting wetland delineations of the site, the consultant will be responsible for monitoring the development of hydric soil characteristics as defined in the 1987 Federal Manual for the Identification and Delineation of Wetlands and Regional Supplements, as appropriate. The consultant should document as many of the field indicators as identified within each soil probe utilized in delineating the wetland boundary. Such observations will be recorded on the Routine or Intermediate ACOE Wetland data collection forms.
5. Wildlife – The consultant will document, in general, observations of mammal and herpetile usage. Usage will be based on actual visual sightings, and observations of wildlife signs such as burrows, tracks, scat, etc. Amphibians and/or reptiles encountered during fieldwork and macroinvertebrate sampling efforts will be identified and recorded. No detailed trapping or sampling is required for this effort.
6. Birds – The consultant will monitor birds through visual observation during the migration and breeding seasons. Breeding will be observed and recorded through field observations and monitoring of nest boxes and structures installed on each site. MDT will provide the numbers and locations of nesting structures installed at each site. Bird lists will be compiled for each site and track changes in species over the course of the monitoring period.
7. Macroinvertebrate Sampling – Where palustrine / lacustrine emergent open water or riverine environments are created or restored within wetland mitigation sites,

macro-invertebrate sampling will be conducted as a part of determining the health of a site. The frequency of sampling will occur once during the peak of the growing season to maximize the collection of macroinvertebrate species. The number of sampling points will be dependent upon the size of the site, but is recommended that a single sample collection site be utilized per impoundment on sites containing more than one open water impoundment. For larger impoundments, we recommend several sample collection points to accommodate varying water depths and vegetative communities. Sampling points will be identified and located on site plan maps for future reference and replication. The sampling technique will be consistent for duplication consisting of D-ring sweeps or Surber sampling methods to evaluate the condition of the invertebrate community. Macroinvertebrate samples will then be identified utilizing the most current methodologies available down to Family and Genus.

8. Functional Assessments – The consultant will be responsible for preparing a baseline and a final functional assessment of each new mitigation site utilizing the appropriate version of the MDT Montana Wetland Assessment Method.
9. Maintenance – As a part of each site visit, the consultant will identify any obvious required maintenance activities associated with nest boxes and structures installed within the sites. In addition, the consultant will review the structural integrity of outflow structures, fences and dams/dikes to assess and report potential maintenance problems or replacement.
10. Project Reporting – The consultant will prepare monitoring reports to document the establishment of wetland vegetative communities in accordance with U.S. Army Corps of Engineers requirements for preparation and content. The report will include the data and summaries explaining the data collected from the above listed items # 1 to # 9 and compare data collected from previous monitoring efforts. The consultant will submit two (2) DRAFT copies of the report to the MDT for review and comment. The consultant will make the necessary changes per MDT comments and will submit three (3) hard copies and one (1) electronic copy of the FINAL report(s). Monthly status reports are required to document the status of the assignment; the work performed during the last billing period; the work anticipated in the upcoming billing period; and a tracking of expenditures within the overall budget for the term of the contract.

Project Schedule

The consultant will be expected to start the project within 10 calendar days of MDT's Notice to Proceed. The consultant will develop work plans including the schedules for monitoring each wetland mitigation site. The consultant will coordinate with the MDT Wetland Mitigation Specialist for access to privately owned properties and U.S. Fish & Wildlife refuges. MDT will provide all aerial photography of the various wetland sites for use by the consultant as needed.

Submittal of SOQ's

Please submit four (4) copies of your Statement of Qualifications by 5:00 p.m., November 20, 2009 to:

Tim J. Conway, P.E.
Consultant Design Engineer
Montana Department of Transportation
2701 Prospect Avenue, P.O. Box 201001
Helena, MT 59620-1001

SOQ Contents

The SOQ must contain the information listed in this section. ***Please organize your SOQ in the same order and numbering format as shown below, which will assist MDT in reviewing your SOQ.***

1) Quality of Firm and Personnel

A) Related experience on similar projects.

Provide a discussion of your firm's previous related project experience as it relates to the scope of services detailed in this RFP.

Five Pages - Maximum

B) Qualifications, experience and training of personnel to be assigned to projects.

Discuss the qualifications, experience, and training of the professional staff that will be utilized for this contract. Include an organization chart that indicates the project staff, their area of expertise, registration, and office location.

Three Pages - Maximum

Include brief resumes that describe the education, training, experience, and qualifications of the personnel listed above (***Place in Appendix A***).

2) Capacity and Capability of Firm

A) Ability to meet technical requirements and applications.

Briefly describe the services your firm will provide MDT during this contract, including professional expertise and technical capabilities that your firm possesses. Discuss any subcontractors

and support services that you anticipate utilizing and describe their expertise as it relates to this contract.

Three Pages - Maximum

- B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.

Provide a brief discussion on the computer systems and software that your firm utilizes (i.e. Word, Excel, Microstation, ArcView, etc.). Describe any additional support equipment you intend to use for this term contract.

One Page - Maximum

- C) Capability of firm to meet project time requirements.

Briefly describe your ability to meet project schedules based on available staff and projected workload during the next two years.

One Page - Maximum

- D) Capability to respond to project and MDT requirements.

Describe your firm's approach in preparing work plans/cost estimates, reports and implementing work and managing projects. Briefly discuss your firm's ability to respond to fast-tracked or emergency projects. Describe your firm's ability to work on projects in various parts of the state (i.e. staffing availability, office locations, etc.)

One Page - Maximum

List as references all of the firm's clients from the past three (3) years for projects involving similar work. Include client name, contact person, and phone number. Give range of contract value. (Do not include Federal Standard Forms (SF) 330) (***Place in Appendix B***).

The consultant must provide proof of an indirect cost rate report (audited or unaudited) as follows.

All prime consultants providing Engineering, Surveying or Architectural (ESA) services are required to provide proof of an audited indirect cost rate (overhead rate), developed in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31 by a cognizant government agency or independent CPA firm.

Prime consultants providing non-ESA services and all subconsultants providing any service to the Department having a cumulative contract value of \$100,000 or

greater, measured on a per contract basis, are required to provide proof of an audited indirect cost rate (overhead rate), developed in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31 by a cognizant government agency or independent CPA firm.

Prime consultants providing non-ESA services and all subconsultants providing any service to the Department having a cumulative contract value of less than \$100,000, measured on a per contract basis, are required to provide proof of an unaudited indirect cost rate (overhead rate) developed in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31. If a firm has a current audited indirect cost rate report, developed in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31, the report must be submitted by the Consultant and will be used upon acceptance by MDT.

Acceptable proof of an indirect cost rate report includes portions of the report itself or a letter from the audit agency acknowledging the report and time period for which it applies. If preparation of an indirect cost rate report is in progress but has not been completed, a letter stating such from the Consultant will suffice. If an indirect cost rate report or portions thereof are submitted, make sure the actual financial information is blocked out or unreadable. MDT does not want to know what the rate is at this time. The intent is to establish proof of an indirect cost rate, not to see what the indirect cost rate is. Consultant selections by MDT for engineering, surveying, architectural, and other design related disciplines are based on qualifications, not cost.

Proof of an audit is not required for non-professional type services using unit prices or fee schedules such as laboratory testing and drilling subcontracts, or professional services commonly provided on a per unit basis such as right-of-way appraisal and acquisition services. Usually, those services are a minor part of anticipated work. However, if your firm provides professional services such as engineering, surveying, architectural, or other design related services, proof of an indirect cost rate report and audit is required even if unit prices and fee schedules are used. If the firm or any subconsultant uses such pricing of its services, please note that in the SOQ. (***Place in Appendix C***).

Do not show any actual numerical financial information such as the indirect cost rate or personnel rates. Specific cost information of the firm or team should not be part of the SOQ.

Failure to provide the requested information may disqualify the firm for this project.

SOQ Evaluation

All SOQ's will be evaluated in accordance with the following weighted factors:

- 1) 5% - Location

- 2) 30% - Quality of Firm and Personnel:
 - a) Related Experience on similar projects.
 - b) Qualifications, experience, and training of staff to be assigned to project.
- 3) 35% - Capacity and Capability of Firm:
 - a) Ability to meet technical requirements.
 - b) Compatibility of systems, equipment, i.e., CADD and word processing etc.
 - c) Capability of firm to meet project time requirements.
 - d) Capability to respond to project and Department requirements.
- 4) 30% - Record of past performance of firm and personnel on previous projects.
 - a) Previous record with the Department, quality of work, on-schedule performance, and cooperation with the Consultant Design Engineer and other Department personnel.
 - b) No previous record with the Department will require reference checks.

Following the review and evaluation of all SOQ's, the list of firms will be narrowed down to an appropriate short list. Final proposals will be solicited from firms on the short list. Factors included in the evaluation of final proposals will include, but are not limited to: 1) cost; 2) availability and organization of consultant's work plan; 3) clarity of response, understanding of specific issues and understanding of Department requirements; and 4) approach to project specific issues. The successful firm will be selected following the Department's review of the final proposals.

Future Contract Agreement Requirements:

The contract agreement will be administered on a cost plus fixed fee basis. The contract will have a negotiated cost ceiling. If a contract agreement is successfully negotiated, certain financial information will be required as part of the contract agreement. The Consultant will be required to provide an indirect cost rate report (audited or unaudited) as discussed in the previous sections. Personnel rates, profit, and direct expenses must also be clearly outlined and provided to MDT.

Do not submit actual numerical financial information with the SOQ.

DBE Goals:

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>.

Nondiscrimination Compliance:

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

If you have any questions, please contact me at (406) 444-7292 or (406) 444-7696 TDD, or by e-mail at tconway@mt.gov.

Original signed by

Tim J. Conway, P.E.
Consultant Design Engineer

TJC:kcm: 2010 WETLAND_MITIGATION_RFQ_DRAFT

Attachment

copies:

Loran Frazier, P.E., Highways and Engineering Division Administrator
Jim Walther, P.E., MDT Preconstruction Engineer
Tom S. Martin, P.E., Chief, Environmental Services Bureau
Bonnie J. Gundrum, Resources Section Supervisor, Environmental Services Bureau
Tim J. Conway, P.E., Consultant Design Engineer
Roy A. Peterson, P.E., Consultant Plans Engineer
Wendy Stewart, DBE Program Manager, Civil Rights Bureau
Sheila D. Cozzie, Chief, Civil Rights Bureau
Jay Skoog, Executive Director, ACEC
Consultant Design File – 2010-2012 Statewide Wetland Mitigation Monitoring Term
Contract

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A) **COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of

materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
 1. All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**MONTANA DEPARTMENT OF TRANSPORTATION
WETLAND MITIGATION SITES
Monitoring Period January 1, 2010- December 31, 2012**

<u>Long term Monitoring:</u>	<u>MDT District</u>	<u>Estimated Years of Monitoring Left</u>	<u># Of Visits/Year</u>
Alkali Lake – Blackfeet Nation (200 acres)	District 3	2 years	3 visits
American Colloid – Alzada (5 acres)	District 4	2 years	1 visit
Big Hole Grazing Association – Wisdom (56 acres)	District 2	3 years	1 visit
Camp Creek (80 acres)	District 1	1 year	1 visit
Cloud Ranch – Big Timber (5.5 acres)	District 5	1 years	1 visit
DH Ranch – Edgar (14 acres)	District 5	3 years	1 visit
Easton Ranch – Wilsall (28 acres)	District 2	5 years	1 visit
I-90 East Main Interchange – Bozeman (15 acres)	District 2	5 years	1 visit
Jack Creek Ranch – Emigrant (50+ acres)	District 2	1 year	1 visit
Lone Pine – Lone Pine (20 acres)	District 1	3 years	1 visit
Mark Norem Ranch – Big Timber (14.7 acres)	District 5	2 years	1 visit
McGinnis Meadows – Hughes Mtn. (30 acres)	District 1	5 years	1 visit
Meriwether-E Onsite (2 sites)	District 3	every other year	1 visit
Murphy Ox Yoke Ranch – Emigrant (8 acres)	District 2	5 years	1 visit
Perry Ranch – Browning (26 acres)	District 3	1 year	1 visit
Peterson Ranch – Hall (18 acres)	District 1	1 year	1 visit
Rock Creek Ranch – Hinsdale (50 acres)	District 4	1 year	2 visits
Roundup Wetland – Roundup (26 acres)	District 5	2 years	1 visit
Selkirk Ranch – Two Dot (30+ acres)	District 5	3 years	2 visits
Sportsman Campground – Wise River (15 acres)	District 2	3 years	1 visit
U.S. 93-North Onsite Wetlands (9 sites)	District 1	3 – 5 years	1 visit per site
Wagner Marsh – Billings (15 estimated acres)	District 5	2 years	1 visit
Woodson Creek – Ringling (44.4 acres)	District 2	3 years	1 visit

<u>To be Constructed During Contract:</u>	<u>Tentative Construction Date:</u>
Willow Creek Reservoir - Crow Nation (20 acres)	District 5 2011
Rostad Ranch – Martinsdale (20 acres)	District 2 2010
Kindsfater Pit – Billings (40 acres)	District 5 2010
Watershed 9 – To Be Determined	District 4/5 2011